

***United States Court of Appeals  
for the Second Circuit***



**APPELLANT'S  
BRIEF &  
APPENDIX**





UNITED STATES COURT OF APPEALS  
for the Second Circuit

76-7320

Civ. Appeal Docket No. 76-7320

75 CIV. 2065 (HFW)

GUNTER E. BIELEFELD, Plaintiff-Appellant

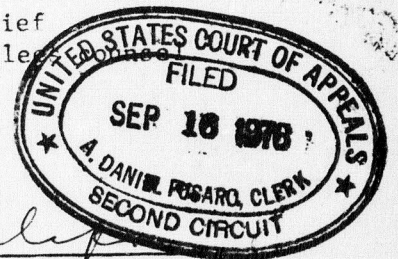
v.

WALLENUSREDERTERNA and  
KARL GEUTHER & CO., Defendants-Appellees

APPELLANT'S BRIEF ON APPEAL AND APPENDIX

The Plaintiff herewith submits his Brief on Appeal from the Order of the  
Honorable U.S.D.J. Henry F. Werker, dated, June 10, 1976, and also encloses

Certified Docket of Appeals  
Copy of Opinion  
Affidavit certifying that copy of Brief  
mailed to Defendants-Appellees



*[Signature]*  
Plaintiff-Appellant - PRO-SE

Address:

c/o U.S.A. Steamship Agency, Inc.  
111 Broadway, Suite 815  
New York, N.Y. 10006

Notice and copy to: Messrs.

Haight, Gardner, Poor & Havens  
Attention: Mr. Brian D. Starer  
One State Street Plaza  
New York, N.Y. 10004

1976 SEP 18 10:10 AM



PAGINATION AS IN ORIGINAL COPY



DIST/OFFICE	USCIT YR. NUMBER	FILING DATE MO. DAY YEAR	J	N/S	O	R	S 23	DEMAND S OTHER	JUDGE NUMBER	JURY DEM.	DOCKET YR. NUMBER
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PLAINTIFFS  
BIELEFELD, GUNTER E.

DEFENDANTS  
WALKER, J.  
WALLENUSREDETERMA  
KARL GEUTHER & CO.

CAUSE

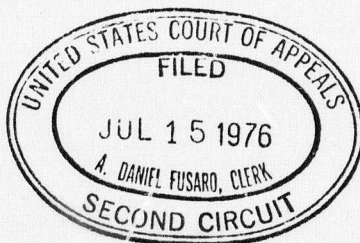
fraud;not paying pltf. monies due from invoices

sls

ATTORNEYS

Gunter E. Bielefeld, Pro Se  
17 East Woodbine Drive  
Freeport, N.Y. 11520

Haight Gardner Poor & Havens  
1 State St. Plaza, NYC 10004  
344-6800



*D*

FILING FEES PAID		STATISTICAL CARDS	
DATE MAY 1 1975	30942	CARD J-5	DATE MAILED X
		J-6	08/76



DATE	NR.	PROCEEDINGS
05-01-75	-1-	Filed complaint and issued summons.
05-16-75	-2-	Filed summons and Marshals return - served: Ingenito Walleniusrederierna c/Motorships Inc., agent by Mr. Frank/ - 5-13-75 Motorships, Inc. by F. Ingenito - 5-13-75
06-30-75	-3-	Filed notice of appearance by deft. <span style="float: right;">HGP&amp;H</span>
06-26-75	-4-	Filed plaintiffs motion for default judgment.
07-01-75	-5-	Filed ANSWER of deft. <span style="float: right;">HGP&amp;H</span>
07-11-75	-6-	Filed defts notice to take depositions of pltf. by Presidents or Vice-Pres. on 7-30-75 and request to produce.
07-24-75	-7-	Filed pltf's notice of written deposition before trial of deft. Karl Geuther & Co.
07-24-75	-8-	Filed pltf's notice of written deposition before trial of deft. Walleniusrederierna.
08-28-75	-9-	Filed stip. and order that the time of deft. to object to interrog. is ext. to 9-25-75. -- Werker, J.
09-26-75	10	Filed deft. Karl Geuther & Co.'s answers to interrog. by pltf.
09-26-75	11	Filed deft. Walleniusrederierna's answers to interrog. of pltf.
12-10-75	12	Filed pltf's. affdt. and notice of motion for an order compelling defts. to produce requested documents and answers(no return date)
12-10-75	13	Filed pltf's. memorandum of law in opposition to defts. motion to dismiss.
12-10-75	14	Filed pltf's. notice to take deposition of deft. Karl Geuther & Co.
12-10-75	15	Filed pltf's. notice to take deposition of deft. Walleniusrederierna.
01-08-76	16	Filed defts. answering affdvt. of Brian D. Starer in re motion to compel.
01-07-76	17	Filed stip. and order adj. motion for further discovery to 1-19-76 -- Werker, J.
01-16-76	18	Filed plaintiffs statement in form of letter to Judge Werker dated 1-15-76. (with copy of confrontation-exhibit attached.)
01-23-76	19	Filed defts affdvt. and notice of motion for an order dismissing complaint and quashing subp. - ret. 2-9-76
01-23-76	20	Filed defts memorandum in support of above motion.
06-11-76	21	Filed OPINION #44563..For reasons stated herein, the complaint is dismissed with prejudice. The plaintiffs motion to compel answers to certain interrog. is mooted by the foregoing dismissal. So ordered. Werker, J. m/n by pro-se Clerk
7-02-76	22	Filed plaintiffs notice of appeal to the USC for the 2nd Circuit from order of 6-10-76 -- copy mailed to Haight Gardner Poor & Havens Esqs.
07-12-76	23	Filed letter and "Free Translation" of partnership contract, dated February 24-76 from plaintiff to Judge Werker.
07-12-76	24	Filed plaintiff's Memorandum in answer to defts' motion for dismissal(received in chambers on February 9-76).

A TRUE COPY  
RAYMOND F. BURGHARDT, Clerk

By   
Deputy Clerk



PRO SE OFFICE  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
UNITED STATES COURT HOUSE, FOLEY Sq.  
NEW YORK, N.Y. 10007

GUNTER E. BIELEFELD  
17 EAST WOODLINE DRIVE  
FREEPORT N.Y. 11520

DATE 6/17/76

TITLE ; BIELEFELD -v- WALLENIOUSREDERIERNA  
DOCKET NUMBER 75 CIV 2065  
DECISION DATE 6/10/76  
JUDGE :WERKER

THERE IS ENCLOSED HERewith A COPY OF A DECISION FILED AND  
ENTERED IN THE ABOVE ENTITLED PROCEEDING.

YOURS TRULY  
RAYMOND F. BURGHARDT

By J. BLUM  
DEPUTY PRO SE CLERK

c.c.

17 East Woodline Dr



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
GUNTER E. BIELEFELD, :  
 :  
 Plaintiff, :  
 :  
 - against - :  
 :  
 WALLENIUSREDERIERNA and KARL :  
 GEUTHER & CO., :  
 :  
 Defendants. :  
 :  
 -----X

OPINION

75 Civ. 2065 (HFW)

14563

FILED  
U.S. DISTRICT COURT  
JUN 11 3 49 PM '76

HENRY F. WERKER, D. J.

While we are oversolicitous of pro se plaintiffs in civil actions and take pains to see that their rights are protected, some cases try the patience of the court for the simple reason that they do not belong here. This is one of those cases.

Here the plaintiff sues to recover \$22,462.03 which is alleged to be due and owing to a Brazilian ship agency, Bielefeld & Cia Ltda ("Bielefeld") by defendants. Defendant Walleniusrederierna ("Wallenius") is a Swedish corporation operating, owning and chartering merchant vessels. Defendant Geuther is the general agent in Germany for Wallenius and managing owners of the Wallenius' German fleet. They were also the general agents in Europe for Companhia Brasileira de Navegacao Intercontinental ("CBNI"), a Brazilian steamship liner service. CBNI was a Brazilian time charterer with the right to discharge and load cargo in Brazilian ports and operated a liner service between Brazil and Europe. CBNI had its office in Brazil and nominated all agents in Brazil directly. In Europe such functions were handled by Geuther. Bielefeld was nominated by CBNI as agents for the Brazilian ports of Santos, Port Alegre and Rio Grande. It was

RECEIVED  
JUN 11 1976



reimbursed directly by CBNI for port dues, agency commission and other costs accruing in connection with the liner service. Geuther reimbursed Bielefeld & Cia Ltda for any outlays on behalf of the owners against original and signed vouchers. Wallenius in turn received statements of account from Geuther covering the owner's expenses. Freight commissions earned by Bielefeld were billed to and paid by CBNI.

Wallenius had no contact with the Brazilian agent and Bielefeld had very little relationship with Wallenius. CBNI had its own office staff and did the accounting and bookkeeping of that company. "Geuther did not check, audit or inspect CBNI's books. A dispute arose as to outstanding accounts in or about February 15, 1963 when Bielefeld wrote to CBNI with copy to Geuther concerning its confusion as to accounts since the new agent for CBNI had been furnished by Bielefeld with claims documents. Bielefeld's contract as agent terminated at the end of 1963. The last statement received by Geuther from Bielefeld was dated November 20, 1964 covering items in 1962, 1963 and 1964 and indicated a balance in Bielefeld's favor of \$5,764.14. Geuther disputed this claim and by statement dated November 28, 1964 showed a balance in Bielefeld's favor in the amount of \$891.21. On March 18, 1969, 4½ years after this exchange Bielefeld made claim against Geuther for commissions and disbursements as well as the \$891.21 in the total amount of \$19,263.24. In the interim Bielefeld had attached funds of CBNI in Brazil which were subsequently released by the court as the result of Geuther disclaiming any interest in the funds. On December 9, 1970 an attorney in Bremen, Germany made claim on behalf of Bielefeld for the same \$19,263.24. Bielefeld was apparently advised and declared in several communications that this claim was time-barred and as a result settled all outstanding claims excepting one of \$4,000.00 for \$891.21 plus interest in the amount of 5% through his attorney in



Bremen by letter dated July 23, 1971. This action was commenced in this court in 1975 upon the basis that the fraud of the defendants caused him to settle since they were aware of the outstanding bills but would not admit to their existence until sometime in 1973. Mr. Bielefeld, the plaintiff here, represents himself as the successor in interest to Bielefeld & Cia Ltda and together with his wife as the sole owners of that company. CBNI is apparently insolvent. Mr. Bielefeld moved to the United States in 1968 and to New York State in 1974.

From the foregoing recitation which is only the "tip of the iceberg," it is abundantly clear that this action should be dismissed for forum non conveniens reasons. C. Wright and A. Miller, Federal Practice and Procedure § 1352 (1969). The doctrine of forum non conveniens may be applied to dismiss a suit when "the convenience of the parties and the ends of justice weigh heavily against retention of jurisdiction." Fitzgerald v. Texaco, Inc., 521 F.2d 448 (2d Cir. 1975), cert. denied, 44 U.S.L.W. 3398 (U.S. Jan. 12, 1976). Accord, Gulf Oil Corp. v. Gilbert, 330 U.S. 501 (1974). The accounting records involved are located in Brazil, Germany and perhaps to some extent in Sweden. None of the defendants have had any contact during the material periods with New York. The laws applicable to the various issues which are apparent are the laws of Brazil and Germany. The fact that plaintiff is presently a resident of New York is completely fortuitous. During the period 1968-1974 he was a resident of Ohio.

Neither New York nor Federal decisional law requires the maintenance of the action in this jurisdiction solely by reason of plaintiff's residence. New York and federal law are in agreement on the subject of the doctrine of forum non conveniens. Olympic Corp. v. Societe Generale, 462 F.2d 376, 378 (2d Cir. 1972). The plaintiff's residence is only one of the factors to be considered. Silver v. Great American Insurance Co., 29 N.Y.2d 356, 278 N.E.2d 619,



328 N.Y.S.2d 398 (1972). The witnesses to be produced in this case will all be in Germany and/or in Brazil.

Moreover, based upon New York law there is every doubt that this claim is now viable since it is based upon the contract between CBNI and plaintiff's company and or Geuther. The New York statute of limitations in a contract action is six years. CPLR 213(2) (McKinney 1972). Plaintiff's claim that the statute of limitation for fraud should apply seems to be without merit. The documents relied upon by plaintiff (attached to his memorandum in opposition to defendants' motion to dismiss) to support his claim of fraud do not reveal any fraudulent concealment of any invoices that would show sums advanced by plaintiff on behalf of defendants.

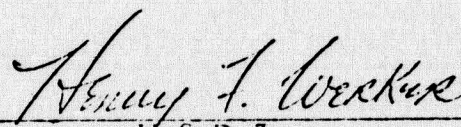
For the foregoing reasons the complaint is dismissed with prejudice.

The plaintiff's motion to compel answers to certain interrogatories is mooted by the foregoing dismissal.

SO ORDERED.

DATED: New York, New York

June 10, 1976

  
\_\_\_\_\_  
U. S. D. J.

UNITED STATES COURT OF APPEALS  
for the Second Circuit

Civ. Appeal Docket No. 76-7320

75 CIV. 2065 (HFW)

---

GUNTER E. BIELEFELD, Plaintiff-Appellant

v.

WALLENIUSREDERIERNA and  
KARL GEUTHER & CO., Defendants-Appellees

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APPELLANT'S BRIEF ON APPEAL AND APPENDIX

The Plaintiff, believing the Honorable USDJ Henry F. Werker has based his Opinion much on the unsupported allegations of the Defendants, wishes to review the material so far submitted and add but few exhibits to strengthen previously raised points. There is a direct approach to the fraud perpetrated without getting lost in any of the by-passes and tangents presented by Defendants.

I.) FORUM - Citizenship: The plaintiff is American citizen, with varying residences: 1960/63 in Brazil; 1963/64 in San Francisco/California; in 1964/68 in Brazil; 1968 to present in the U.S.A. and particularly in Freeport, N.Y. since the beginning of 1974.



Since 1968 the plaintiff has had no more business in Brazil; neither has the plaintiff had any business with Sweden or Germany. He has no assets in any of these countries. The plaintiff is the legal successor of his former Brazilian steamship agency: Bielefeld & Cia. Ltda.

Defendant Wallenius, semi-disclosed principal of a Brazilian liner service and owner or timechartered owner of the vessels employed in said service, is a Swedish corporation and has for decades done business ( ocean transportation of automobiles) to and from all coasts of the United States. (Exhibit AC - newspaper clipping). Wallenius is the creator of the "Motorships" agencies all over the world. These agencies have been set up primarily to represent Wallenius' interests. In the U.S. these offices are known as:

Motorships, Inc., chartered under New York laws in 1958, with headoffice in New York (in more recent years moved to Englewood Cliffs, N.J., but still maintain a branch office at 17 Battery Place, New York.).

Motorships Chartering Corp., chartered under New York laws.

Motorships of Delaware, Inc., chartered under Delaware laws.

Great Lakes Motorships, Inc., (associated with Motorships, New York)  
at Detroit and Cleveland.

Gulf Motorships, Inc., (associated with Motorships, New York)  
at Houston and New Orleans.

Motorships of Puerto Rico, at San Juan, Puerto Rico.

Defendant Geuther, a German corporation, is a steamship agency, originally set up by Wallenius, now with about 9 branches throughout Germany. Apart from being General Agents for Wallenius, they also manage certain Wallenius ships. Geuther's connection with New York is the same as that of Wallenius, though in the subordinate capacity of agents.

I.) FORUM - Venue: Charles A. Wright/Law of Fed.Courts 2d Ed.pg 169, says:  
"The courts have recognized that plaintiff's venue privilege is still a factor to be considered, and that the burden is on the defendant to establish that another forum would be more convenient. In determining where the suit is to be tried, they have looked, as the statute requires, to the convenience of the parties, convenience of witnesses, and the interest of justice. Usually the courts have insisted on documents showing that another forum would be more convenient, and have refused to order transfer on the basis of conclusory affidavits that trial where suit as brought would cause great expense and require importation of many witnesses. The courts have demanded that the moving party show what helpful testimony the distant witnesses would provide, and have taken into account that transportation companies, when defendants, have ready means to bring witnesses to the place of trial."

US.Fed.Reporter 462-2nd Ed.pg 376 - Courts 260.4, says:  
"Balance must be very strongly in favor of defendant before plaintiff's choice of forum should be disturbed, and balance must even be stronger when plaintiff is American citizen and alternative forum is foreign one."

"Need to apply foreign law is not in itself reason to apply doctrine of forum non-conveniens."

In their Motion to Dismiss defendants have failed to show what could be gained by bringing suit in Brazil. Neither defendants nor plaintiff reside in Brazil, nor do they have any interest in Brazil at present. Defendants have failed to show and prove that the forum in Brazil would have jurisdiction and be more convenient.

Defendants have failed to document the convenience of plaintiff bringing alternative suit in Germany rather than in New York. Both defendants do business regularly in New York whereas the plaintiff has no business in Sweden or Germany. Moreover, defendant Geuther has already stated his willingness to defend himself in the court of New York (Exhibits #F, Fl, G, and G1 - attached).

New York is not as alien to the relationship of plaintiff and defendants as defendants would like to convey. During the entire relationship certain negotiations took place in New York. Plaintiff maintained a bank account with the National City Bank of New York. This account was utilized for the transfer of funds between the defendant Geuther and the plaintiff in the transaction of business related to the liner service of Wallenius (Exhibits #H, #9, #I - attached).

Defendants have mentioned the inconvenience of calling witnesses, but have failed to name the witnesses and what helpful testimony these witnesses could provide.

Neither this case nor any part of it has ever been litigated before in any part of the world. In suggesting a forum in Brazil or Germany the defendants, in full knowledge that this case is time-barred in both countries, have made no gesture to waive the statute of limitations in either of these two countries.

Dismissal of this suit is tantamount to denial of justice inasmuch as plaintiff has no alternative to bring suit at any other court. This is the court of last resort.

In deciding on this Forum further consideration may be given to the circumstance that fraud, the essence of this case, had been revealed on May 10, 1973, a time when the plaintiff had been residing in the U.S. for years. The plaintiff's right to cause of action began only after the discovery of fraud. (See Estoppel)



I.) FORUM - Venue: 20 Am Jur 2d - Courts #180 "Where American citizen would be relegated to courts of foreign country", reads:  
"The question of whether the doctrine of forum non conveniens may be applied so as to turn an American citizen out of American courts arises frequently. The United States Supreme Court has said that it is improper to remit a citizen of this country to a court of a foreign country without assuring the citizen that the respondent will appear in that foreign court. And a federal court of appeals has expressed the view that a court should require positive evidence of unusually extreme circumstances, and should be thoroughly convinced that material injustice is manifested, before exercising any discretion it might have so as to deny an American citizen access to the courts of this country."

and #174 reads: "Availability of alternate forum as prerequisite".  
"The doctrine of forum non conveniens can be properly applied only where the plaintiff could have brought the action before a court other than the court in which he did bring it, and may bring it before such other court after refusal of exercise of jurisdiction by the court in which he first brought it, in other words, had and still has an alternate forum. Accordingly the doctrine will not be applied where the plaintiff's cause of action could be barred by the statute of limitations prevailing in the jurisdiction of the other court."

II.) STATUTE OF LIMITATIONS: As will be shown subsequently the defendants have knowingly and intentionally concealed the existence and whereabouts of certain "missing" invoices and vouchers - which form the necessary elements for the cause for action - until they felt secure they could hide behind the statute of limitations and a fraudulently obtained waiver. The first discovery of the facts was made by virtue of Wallenius' letter dated May 10, 1973 (exhibit #66), disclosing the existence of these invoices and vouchers as having been entered in their books. Thus it appears the Statute of Limitations begins to run as from May 10, 1973 (or when the letter was actually received by the plaintiff), i.e. when the right to cause of action was discovered. The statute of limitations for fraud is 6 years. The plaintiff brought suit on May 1, 1975, which is within the statute of limitations.

Contrary to what defendants claim, at no time and at no place has there ever been a prior litigation in connection with these missing invoices.

51 Am Jur 2d #147 "Fraudulent concealment of cause of action, generally" reads:  
"... the fraudulent concealment of a cause of action from the one to whom it belongs, by the one against whom it lies, constitutes an implied exception to the statute of limitations, postponing the commencement of the running of the statute until discovery or reasonable opportunity of discovery of the fact by the owner of the cause of action; under this rule, one who wrongfully conceals material facts and thereby prevents discovery of his wrong of the fact that a cause of action has accrued against him is not permitted to assert the statute of limitations as a bar to an action against him, thus taking advantage of his own wrong, until the expiration of the full statutory period from the time when the facts were discovered or should with reasonable diligence have been discovered. Stated in another way, the general trend of the decisions is in support of the rule that where a party against whom a cause of action has accrued in favor of another prevents such other, by actual fraudulent concealment, from obtaining knowledge thereof, or the fraud is of such a character as to conceal itself, the statute of limitations will begin to run from the time the right of action is discovered...."



III.) JURISDICTIONAL AMOUNT:

The undisputed amount of this complaint is \$22,462.03. This amount is composed of various disbursement accounts and commission bills. Defendant Wallenius has confirmed these invoices as having entered their books and having been paid to Defendant Geuther. Neither the transactions nor the amounts of the invoices have been in dispute.

The total amount of \$22,462.03 is thus broken down:

Monies advanced by plaintiff for "Owners" account:

Rebiling	Mar. 3, 1972 BOHEME/Cash to Master	US\$4,000.00
Invoice of	Jan.29, 1963 WORTHY NB-4 P.ALEGRE	Cr\$ 12.960,00
	Jan.29, 1963 BOHEME NB-2 R.GRANDE	6.827,70
	Jan.29, 1963 WORTHY NB-4 R.GRANDE	40.949,60
	Jan.29, 1963 WORTHY NB-4 P.ALEGRE	16.376,70
	Jan.29, 1963 BOSCOMBE NB-4 R.GRANDE	185.240,30
	Jan.29, 1963 BOSCOMBE NB-4 P.ALEGRE	206.535,00
		<u>US\$1,019.32</u>

Monies advanced by plaintiff for liner account:

Invoice of	Nov.21, 1962 TOSCA SB-1 P.ALEGRE	Cr\$ 264.871,00
	Feb.21, 1963 BOHEME NB-2 R.GRANDE	650.245,90
	Feb.21, 1963 WORTHY NB-4 R.GRANDE	104.044,30
	Feb.21, 1963 WORTHY NB-4 P.ALEGRE	502.246,40
	Feb.21, 1963 BOSCOMBE NB-4 R.GRANDE	580.097,60
	Feb.21, 1963 BOSCOMBE SB-3 P.ALEGRE	104.103,80
	Feb.21, 1963 BOSCOMBE NB-4 P.ALEGRE	210.475,30
	Mar.13, 1963 BOHEME SB-1 R.GRANDE	23.000,00
	Mar.13, 1963 WORTHY SB-3 R.GRANDE	23.000,00
		<u>US\$5,352.36</u>

Freight Commissions

billed	June 27, 1963 Overriding	Cr\$ 1.019.425,50
	June 27, 1963 UNDINE NB-2	786.245,80
	June 27, 1963 BOSCOMBE NB-4	688.160,00
	June 28, 1963 BOHEME SB-1 P.Alegre	110.964,00
	June 28, 1963 BOHEME SB-1	794.952,60
	June 28, 1963 BOSCOMBE SB-3	464.842,70
	June 28, 1963 WORTHY SB-3/NB-4	156.616,20
	June 28, 1963 BOSCOMBE NB-4	794.819,40
	June 28, 1963 WORTHY NB-4	718.618,60
		<u>US\$12,090.35</u>

GRAND TOTAL:

US\$22,462.03  
=====



IV.) FRAUD - Obviously the right to cause of action lies in the ability to prove a claim. Here the proof is represented by disbursement and commission accounts and the underlying vouchers. Without these accounts and vouchers or the knowledge of their existence or whereabouts the plaintiff has no proof of claim. The accounts and vouchers which form the core of this action, had been taken away from Bielefeld's offices before they could be recorded in his books. For years Bielefeld searched for these documents (Exhibit #24; #25). Geuther at first remained silent when he should have spoken, and later declared he had nothing to do with them. Geuther falsely stated they belonged to CBNI when they belonged to Wallenius. Late in 1967 the subsequent owners of the CBNI franchise submitted an extract of accounts to Bielefeld which showed that CBNI had not recorded any of the "missing" accounts. Also CBNI declined any responsibility therewith and referred Bielefeld to Wallenius. Wallenius referred Bielefeld to Geuther (Exhibits #38; #41; #43; #47; #48; #50; #52; #54; #56). Geuther to this day has denied any knowledge of the missing invoices and vouchers - except what has been revealed in the discovery procedure as per quotation below.

"Mysteriously" these missing invoices surfaced at Wallenius, Stockholm, yet had never been acknowledged to Bielefeld. Only on May 10, 1973, when Wallenius felt secure under the protection of the statute of limitations and the waiver (see ESTOPPEL) given to Geuther in 1971, did Wallenius release the information that the missing invoices had all been recorded in Wallenius' books. This information gave Bielefeld at last the cause for action. Deliberately withholding and suppressing information when requested and thereby frustrating the right to cause of action is fraud. Wallenius and Geuther have both deliberately concealed the long missing invoices and vouchers in order to deprive Bielefeld of payment and his cause for action.

Not only are the invoices all recorded in Wallenius' books, but they also have all been paid to Geuther (Exhibit #66). Geuther has concealed - and is still perpetuating the concealment (see quotations below from the discovery procedure) - the receipt of these monies from Wallenius. Neither Wallenius nor Geuther paid Bielefeld. The burning question is; where is the money? Both defendants have so far evaded the answer to this oft repeated question. Wallenius is fully cognizant of this situation, yet has done nothing to correct it. On the contrary, Wallenius slyly hinted Bielefeld go hunting for his money "somewhere in South America" (Exhibit #69).

"One who responds to an inquiry is guilty of fraud if he denies all knowledge of a fact which he knows to exist if he gives equivocal, evasive, or misleading answers calculated to convey a false impression, even though they are literally true as far as they go."

The procedure of discovery has been quite successful in many ways. Among other things this fraud has come to light:

On February 28, 1964 (Exhibit #30) Geuther put Bielefeld on notice that he had charged back to Bielefeld the sum of \$4000 (cash advances paid by Bielefeld to the Master of the M/V BOHEME) "since no accounting for this amount was received so far". In subsequent letters Geuther and his attorney reiterated that the Master had stated he had not received such cash advances from Bielefeld (Exhibit #31-B; #56; #57). In the normal course of business Bielefeld had airmailed these receipts together with an accounting to Geuther sometime late in 1962. Geuther, however, failed to specifically acknowledge the receipt; yet had credited Bielefeld for this amount. Suddenly on February 28, 1964 (almost 1-1/2 years later) Geuther denies ever having received the receipts. With ship and master gone Bielefeld had no means to obtaining duplicate receipts and thus was not in a position to prove his disbursements. Bielefeld had no proof of ever having paid the master. Geuther refused to settle the \$4000.

The first inkling of fraud in this regard appeared when Bielefeld received Wallenius' letter of May 10, 1973 (Exhibit #66), which declared that all missing invoices had been recorded in Wallenius' books and been paid to Geuther. The missing invoices included the aforementioned \$4000. Of course, Wallenius would not have paid Geuther if the latter had not documented the amount.



IV.) FRAUD - There are three instances of reliance to be considered:

- 1.) After years of Geuther's silence, suppression and unresponsiveness to Bielefeld's search for the missing invoices, Bielefeld relied on insistence that he (Geuther) was not involved and that Bielefeld should solely direct himself to CBNI. (Exhibits #47; #48; #50; #52)

As a result of such reliance and in the absence of any knowledge of the existence and whereabouts of the missing invoices - and also relying on the subsequent point #2, Bielefeld signed the 1971 waiver (see ESTOPPEL).

- 2.) Bielefeld relied on Geuther's repeated statements that he did not have the cash-to-master receipts amounting to \$4000 with which to prove Bielefeld's payments to Master. (Exhibits #56; #57)

As a result of such reliance Bielefeld signed the 1971 waiver (see above point #1 and ~~prior~~ explanations under the headline ESTOPPEL).

- 3.) In this present action Bielefeld relies on Wallenius' statement (Exhibit #66) that Wallenius had paid Geuther for all the missing invoices (all disbursement and commission accounts including the \$4000 cash-to-master) totalling \$22,462.03, although Geuther claims he has only received the \$4000 and not the remaining \$18,462.03.

Here we have the peculiar situation that Wallenius (principals) say one thing - that they had paid Geuther - and Geuther saying another - that he did not receive such payment from Wallenius. To determine which of the defendants is lying further discovery is necessary.

The following is quoted from the discovery procedure so far conducted:

Plaintiff's question

Geuther's answer

#19 - Was Geuther ever in possession of the disbursement and commission accounts which are the subject of this Complaint? If so, when? And what did Geuther do with these accounts?

Concerning the \$4000 - Yes. See No.18. In all other cases of commission and unpaid disbursement accounts, no.

#20 - Who is in possession of these Accounts now?

Concerning the \$4000 total, we have copies furnished by Mr. Bielefeld of March 3, 1972. Concerning others, we have no knowledge they ever existed.

#21 - Did Geuther ever receive payment for these Accounts from Wallenius? If so, when?

Only for the \$4000. No records of other items.

#22 - Did these amounts enter into Geuther's books? Produce copy of book extract.

As to \$4000, yes. As to others, no vouchers ever received.

#23 - Were they entered in Geuther's books in favor of Bielefeld?

See No. 22 above.

#24 - Has Bielefeld ever been credited for these respective amounts? If not, who had been credited for these Accounts?

No. As we never received any detailed commission notes regarding the U.S.\$12,090.35 and original vouchers regarding the US\$6,371.68, disbursements and supplements, they were not paid or credited to Bielefeld or to others on behalf of CBNI. Bielefeld claimed these amounts first in 1968 or 1969 without relevant vouchers or other proofs.

#25 - What did Geuther do with the funds received from Wallenius (if received) in payment of these accounts?

Geuther did not receive any funds from Wallenius. Concerning the \$4000, see #18.

#



IV.) FRAUD - continued ...

Plaintiff's question:

Geuther's answer:

#26 - Did Geuther pay Bielefeld for these Accounts? If so, how? Concerning the \$4000, see No. 18. Others never billed and not paid.

#27 - Did Geuther at any time advise Bielefeld of the existence of these Accounts or acknowledge the receipt of these Accounts to Bielefeld? If so, produce documents. As to \$4000, see No. 18. As to others never advised or acknowledged as they did not exist.

-----

Neither Wallenius nor Geuther have stated at any time what has become of the money - the \$22,462.03. Who has it? Or why it has not been paid to Bielefeld?

V.) ESTOPPEL - In 1962/63 certain invoices (disbursement accounts and freight commission accounts) together with their original vouchers had disappeared from Bielefeld's offices before they could be recorded in Bielefeld's books. While Bielefeld was searching for these invoices for the purpose of getting paid, Geuther (agent for Wallenius) had somehow obtained clandestine possession of these invoices. At a given time Geuther passed these invoices on to his principals Wallenius for payment. According to Wallenius (Exhibit #66 and #67) Geuther subsequently was paid by Wallenius. Though fully aware of Bielefeld's search for these invoices and vouchers Geuther remained silent and let Bielefeld engage in time-consuming and misdirected search.

On February 28, 1964 (Exhibit #30) - while Bielefeld resided in San Francisco, California - Geuther wrote Bielefeld that the latter had failed to render accounts in connection with a certain advance of \$4000 and that Geuther therefor debited this amount back to Bielefeld. In subsequent correspondence (Exhibits #31-B; #56; #57) Geuther reiterated that the Master of the M/V BOHEME (to whom Bielefeld had actually paid the \$4000) had never received this money and that Bielefeld would have to prove the contrary with original receipts signed by the Master. Bielefeld, however, was unable to render these receipts inasmuch as he had already airmailed a full accounting, with these receipts attached, to Geuther years before in the normal course of business. However, Geuther denied having ever received such documentation.

In 1971 Geuther paid Bielefeld an amount of \$891.21, plus interest, in connection with other long outstanding matters, contingent upon a waiver of all future claims. At the time this waiver was signed by Bielefeld Geuther had kept Bielefeld in total ignorance of the above mentioned invoices and vouchers as well as the original



receipts proving the \$4000 payment. Geuther denied having the receipts and Bielefeld had no way of proving his cash advances to the Master. Hence Bielefeld had no way of presenting his right to payment. As will be shown subsequently, Geuther obtained this waiver fraudulently, for he was in full knowledge of the existence and whereabouts of not only these receipts but all the missing invoices and vouchers. He therefore knew that other monies were due Bielefeld. Yet, he deliberately and cunningly deprived Bielefeld of his right to get paid. (Exhibits #45; #46; #47; #48; #49; #50; #52; #53; #54; #56; #57; #58; #59; #61; #63; #64; #65; #66.)

In the Discovery Procedure Bielefeld asked question #32:

"At the time Geuther sought a waiver of all claims from Bielefeld (1971), did Geuther disclose to Bielefeld that the Accounts existed, had passed through Geuther's hands, or had been paid to Geuther by Wallenius?"

To which Geuther gave his reply #32:

"In 1970, Mr. Bielefeld has authorized the lawyer Wolper in Bremen, to claim the following amounts against Geuther:

US\$ 6,371.68 for disbursement accounts

US\$12,090.35 for unpaid freight commission accounts

US\$18,462.03

US\$ 4,000.00 Repayment (Cash-to-Master)

US\$22,462.03

as well as US\$891.21 as per Geuther-account of November 11, 1964. These figures result from the letter of Mr. Wolper of December 4, 1974 to Geuther. See letter attached. Geuther were represented by the lawyer Dr. Kohler. After negotiations between the two lawyers about the questionable amounts, on September 3, 1971, there was concluded a settlement. With letter of September 3, 1971, the lawyer Wolper declared that he was authorized to announce that after payment of US\$1,332.80 (\$891.21 plus 5% interest - see K8), neither Mr. Bielefeld nor Messrs. Bielefeld would claim any further demand against Geuther because of the time limitation which in the meantime had elapsed. (See letter attached.)

Our lawyer, Dr. Kohler expressly confirmed by his letter of September 5, 1971 that Mr. Bielefeld would have no chance whatsoever in Germany to claim further demands against Geuther according to the settlement formerly concluded. (See letter attached)."

V.) ESTOPPEL - Above reply from Geuther shows he was not inclined to answer Bielefeld's question to the point simply because he had indeed not disclosed to Bielefeld that the missing accounts and vouchers existed, had passed through Geuther's hands, and had been paid to him by Wallenius. This corroborates Geuther's fraud and the deceitful way in which he obtained the waiver.

Am Jur 2d #158 - Knowledge and intention - reads:  
"No man can be bound by a waiver of his rights unless such waiver is distinctly made, with full knowledge of the rights which he intends to waive; and the fact that he knows his rights and intends to waive them must plainly appear. Ignorance of a material fact negatives waiver, and waiver cannot be established by consent given under a mistake or misapprehension of fact."

On May 10, 1973 (Exhibit #66) Wallenius revealed to Bielefeld not only the entry in their books of all the concealed invoices but also declared having paid them to their agent Geuther. This established that Geuther, despite his numerous denials, had had these invoices recorded in his books, had been paid for them, had lied to and mislead Bielefeld, and had fraudulently concealed the existence and whereabouts.

On Geuther's insistence (Exhibits #28; #34) Bielefeld had for years fruitlessly tried to contact CBNI/Rio de Janeiro. There was never anybody there to respond. Only late in 1967 through the courtesy of the new owner of the CBNI franchise Bielefeld obtained an extract of the CBNI accounts which showed no book entry of any of the missing invoices. Though Bielefeld had informed Geuther to this effect, Geuther continued to insist that Bielefeld's unsolved claims all pertained solely to CBNI. (Exhibit #47; #48; #50; #54 and Defendants' Exhibits #I-2; I-7; K; L; M-1; M-2). It was this intentional misdirection, which Bielefeld received from Geuther as well as the concealment of the invoices and vouchers, that made Bielefeld miss out on the statute of limitations and sign the waiver (Exhibits #58; #59; #62; #64).

But during the discovery procedure in the course of this action Geuther for the first time admitted that he had indeed received the vouchers covering Bielefeld's payment of \$4000 to the Master of the M/V BOHEME. Geuther also confirmed that Wallenius had paid him the \$4000. Yet, he withheld these funds from Bielefeld under the false pretext that he had not received these very receipts which proved Bielefeld's payment to the Master (Exhibits #31-B; #56; #57).

Though Bielefeld having served well and beyond criticism as agents for Wallenius and having in good faith at all times advanced funds on behalf of the vessels and the general operation of the line, and also having booked most of the cargoes and thereby having earned considerable freight commissions, the defendants saw fit to take possession of his invoices and vouchers and conceal them for the clear purpose of defrauding him of his right to payment.

Unwittingly, basing themselves on Swedish and German laws, the defendants in a final gleeful gesture of triumph, disclosed their base deceit at a time when they thought they could safely hide behind the waiver and the statute of limitations. Whereas defendant Geuther is the perpetrator, Wallenius as principals approved, condoned and acquiesced.



VI.) CBNI - Companhia Brasileira de Navegacao Intercontinental (CBNI) has been cited by defendants as an independent entity to be counted with. This allegation has been made with the intent to mislead and to sidetrack the attention from the real issue. There is no need to invoke CBNI, since CBNI has no direct responsibility in relation to this complaint.

Toward the end of 1961 Bielefeld visited Geuther in Bremen for the purpose of promoting the CBNI franchise. Geuther submitted the proposal to Wallenius. Wallenius agreed to the establishment of a Brazilian liner service and the funding thereof. In compensation for his valid initiative Bielefeld was rewarded by Wallenius/Geuther with the General Agency in Brazil. Likewise all other agents were appointed by Wallenius/Geuther (exhibits #2; #3; #4). At this occasion Bielefeld also assured Geuther that Bielefeld through his connections would ~~also~~ provide for the majority of all cargoes inbound and outbound - a promise which Bielefeld carried out as long as he was agent. All cargo bookings were screened and authorized by Geuther. Bielefeld's regular business relationship was with Geuther, henceforth, for all decisions connected with this liner service.

CBNI was a corporate shell with officers and stockholders but no staff. CBNI had no funds for the operation of a steamship line. It held a Brazilian Government franchise to charter foreign ships under the privilege of the Brazilian flag to haul restricted cargoes. The defendants Wallenius and Geuther operated certain vessels while making use of the CBNI franchise. All operational and financial responsibilities lay with Wallenius. Geuther as agent for Wallenius maintained his own employees in Rio de Janeiro for what little was to be done there. Bielefeld's appointment as General Agent for all Brazil for the line as well as owners' interest, came from Geuther. In all his dealings regarding the operation and policy of the line Bielefeld dealt with Geuther and not with CBNI. Bielefeld's contact with CBNI was negligible. Bielefeld did not render accounts to CBNI but to Geuther. Defendants used CBNI's office (if you may call it such, for the plaintiff recalls that CBNI did not really have a lease but used the office of Navegacao Savonia) primarily as conduit for relaying correspondence and funds. Bielefeld relied on Wallenius for funds.

Defendants claim the vessels were timechartered to CBNI and that CBNI had operated them in liner service. This is a misleading half-truth; and a half truth is a lie when facts are omitted for the purpose of deceit. "American Law of Charter Parties and Ocean Bills of Lading" by Wharton Poor, says:

Timecharters #14: "The charterers shall pay for all coals, fuel, port charges, pilotages, agencies, commissions, consular charges (except those pertaining to the captain, officers or crew), and all other charges whatsoever except those before stated."

"Thus the owner pays the crew's wages and supplies their food and also pays for the engine room stores, keeps the vessel repaired and pays for the insurance. Almost everything else falls upon the charterer. He pays for the coal, for towing the ship, for the pilot, for the port dues and for loading and discharging."

Contrary to common procedure, Geuther acted in the dubious capacity of double agent, i.e. as owner's (Wallenius) agent and - as Geuther insists on - as agent for the "so-called" timecharterers (CBNI). Geuther under instructions from Wallenius (not CBNI) operated the ships in liner service and rendered accounts to Wallenius (not to CBNI). Geuther (not CBNI) received all port disbursement accounts from the various agents. Geuther (not CBNI) paid disbursement and commission accounts to agents (Exhibit #10; #21-B; 31-C; 31-D; 21-E; 31-F; 31-G; 31-H; 31-I; defendants' Exhibit #3-E of which copy enclosed.). Geuther (not CBNI) made the liner policy. Wallenius contributed the funds for the liner operation and took the profits and losses (See discovery procedure: Wallenius' answer #34: "There was a deficit for every voyage. We have paid the difference to Karl Geuther who in their turn have paid out disbursements and commissions on behalf of CBNI and owner's expenses on behalf of Wallenius." CBNI, anyway, had no funds and no staff to operate ships. All agents, of course, relied on the financial background of Wallenius to get paid.



VI.) CBNI - continued:

Plaintiff's "missing" invoices and vouchers were not recorded in CBNI's books. CBNI had never assumed any commitment to pay the plaintiff for the missing invoices, or as a matter of fact, to pay him for anything. Nor have the defendants given any instructions to CBNI to pay the plaintiff for the missing invoices. The "missing" invoices are, however, all recorded in Wallenius' books and have been paid to Geuther. And Geuther has not paid Bielefeld to this day.

VII.) - WALLENIUS: SEMI-DISCLOSED PRINCIPAL OF BRAZIL SERVICE

- 1.) The vessels employed in this service were owned or timechartered by Wallenius.
- 2.) Wallenius timechartered these ships to the CBNI corporate shell on a "Pro-Forma" basis in order to be permitted to make use of the CBNI franchise to haul Brazilian restricted cargoes.
- 3.) Wallenius kept the over-all books of the liner operation. Wallenius paid all disbursement and commission accounts, as well as all other liner connected expenses, through his managing agent Geuther.
- 4.) The ordinary functions of a timecharterer were not performed by CBNI. These functions were performed by Wallenius through his agent Geuther. (Exhibit #10)
- 5.) The "missing" accounts - like all other accounts- have been recorded in Wallenius books. They have been paid to Geuther. Geuther denies having received such payment from Wallenius (except for \$4000) and denies having any knowledge of the missing accounts (except of those covered by the \$4000 - see discovery procedure). Either Wallenius lies or Geuther lies. Neither Wallenius nor Geuther has paid Bielefeld.

3 Am Jur 2d #267 - Tort Liability by Principal - reads: "The well-settled general rule is that a principal is liable civilly for the tortious acts of his agents which are done within the course and scope of this agent's employment."

VIII.) - Rebuttal of Defendants' Unsupported Allegations

Defendants' Allegation

Defendant ...did not operate any of the vessels involved for their own accounts. The vessels were all time-chartered to CBNI, a Brazilian corporation.

Plaintiff, in 1971 settled the subject claims with defendant Geuther in Germany and failed in a court action against CBNI in Brazil to retain the freight commissions. The effect of the settlement and prior suit on the instant claim would best be determined by suit in either Germany or Brazil.

Plaintiff's Rebuttal

Defendants themselves operated the vessels, although on the surface these vessels were time-chartered to CBNI. Geuther handled the operation on behalf of Wallenius. This is borne out by the way the books were kept and the correspondence was carried on. (Exhibit #10; #31-B ad infinitum).

Plaintiff settled with Geuther in 1971 an amount of \$891.21 plus interest, which was all Geuther alleged his books showed as owing to Bielefeld. At that time Geuther failed to reveal all the other monies he had received from Wallenius (totalling \$22,462.03). He also failed to reveal the existence of the "missing" invoices. - Bielefeld has never at any time conducted a court action against CBNI. Bielefeld did, however, ~~did~~ sue Geuther in 1964 for commissions other than claimed hereunder. Geuther ~~and~~ then defended himself as only being an agent. Eventually Geuther settled this matter by aforementioned amount of \$891.21. (Exhibits #31; #31-A)



Plaintiff has settled all claims against defendant Geuther and failed in a court action in Brazil against CBNI to retain the freight commissions, although as indicated in his letter of March 18, 1969, CBNI was the proper party from whom to seek payment.

On November 10, 1964, defendant Geuther prepared a statement of account which showed a balance of \$891.21 in Bielefeld's favor. A November 20, 1964 statement of account was the last received by Geuther from Bielefeld and showed a balance of \$5,764.14 in plaintiff's favor.

It consequently cannot be said that the purported debt or cause of action was concealed by the defendants. When on November 28, 1964, Geuther forwarded to plaintiff a statement of account showing a total of only \$891.21 in plaintiff's favor, plaintiff's right to a cause of action was complete and any applicable statute of limitations commenced running.

In Brick v. Cohn-Hall-Marx Co., supra, plaintiffs brought an action in fraud alleging that defendants' books contained false and fraudulent entries and consequently the statute of limitations does not begin to run until the fraud has been discovered.....

On March 18, 1969, the plaintiff still relied on Geuther's misleading information that payment should be sought from CBNI and that he (Geuther) had nothing to do with it (Exhibit #45). As for the court action, see above.

These statements of account have no reference to any amounts claimed hereunder. They refer to other business entirely. The vouchers herefore, however, are being used by both sides: The defendants use them to cause confusion. The plaintiff uses them to show that disbursement and commission accounts in general were paid by Wallenius through Geuther.

None of the missing invoices as claimed hereunder were contained in the \$891.21. The missing invoices had been concealed. Without the missing invoices and vouchers the plaintiff was deprived of his right to a cause of action.

Plaintiff's action in fraud has not been brought on the allegation that defendants "books contained false and fraudulent entries". Plaintiff's action instead is based on fraudulent concealment of missing invoices and vouchers, without which the plaintiff has no right to a cause of action.

VIII.) - Rebuttal of Defendants' Unsupported Allegations

Defendants' Allegations

If plaintiff indeed advanced monies which became accounts due, any fraud on defendants' part could not have been able to conceal the indebtedness. It could only have been possible through poor record and bookkeeping policies by the plaintiff. The fact of the matter is, however, that plaintiff was fully aware of the alleged outstanding accounts prior to the so called revelation of fraud in Wallenius' letter of May 10, 1973.

The equitable doctrine of estoppel to deprive defendants of the statute of limitations is of no avail to plaintiff in this action. The doctrine only applies where plaintiff has been induced to refrain from bringing a timely action by fraud, misrepresentation or deception.

Plaintiff's Rebuttal

Plaintiff regularly advanced monies which became accounts due (see defendants' Exhibits #B-E; #D-1). The "missing" invoices representing advances and freight commissions, were taken from Bielefeld's offices before they had been recorded in his books. These missing invoices with their vouchers had since then vanished until they were reported by Wallenius in their letter of May 10, 1973. These missing invoices and vouchers constitute the right to a cause of action. The defendants have concealed the existence and whereabouts of these missing invoices since they vanished from Bielefeld's offices until Wallenius revealed their existence in their letter of May 10, 1973. Meanwhile, Geuther put Bielefeld falsely on the CBNI track.

Plaintiff has been caused to refrain from bringing a timely action by fraud, misrepresentation and deception. (See pages 8 and 9 - ESTOPPEL).



IX.) - Plaintiff's Comments regarding the Opinion of the Honorable District Judge Henry F. Werker

In this Brief on Appeal from the Order of the Honorable U.S.D.J. Henry F. Werker the plaintiff wishes to convey his conviction that the material submitted has not been fully understood, that unsupported allegations made by defendants have been accepted as facts and that actual falsehoods have slipped in that require correction.

Thus, the plaintiff with close adherence to the Opinion of the Honorable U.S.D.J. Henry F. Werker, will recount the particulars:

Gunter E. Bielefeld, plaintiff and legal successor of the Brazilian steamship agency Bielefeld & Cia. Ltda., is seeking recovery of \$22,462.03 which is owed to him by the defendants Walleniusrederierna and/or their agents Karl Geuther & Co. Invoices in this amount, issued by Bielefeld, are recorded in the books of Wallenius and have been paid to Geuther. Geuther incidentally has also been agent for CBNI, a Brazilian corporate shell with a franchise to operate foreign ships. The invocation of CBNI by defendants is unnecessary in connection with this action. Wallenius through his managing agents Geuther operated a liner service between Brazil and Europe. Policy and money matters were handled by Wallenius through his agents Geuther. All accounts were recorded in the books of Wallenius after having been checked by Geuther. Bielefeld was nominated General Agent for all Brazil by Geuther. Bielefeld's outlays on behalf of the line, such as for port charges, loading and discharging of vessels, owner's expenses, etc. were reimbursed by Geuther. Such reimbursement took place in the form of direct remittances, payments into Bielefeld's bank account in New York or Bremen, payments via Motorships Inc., New York, payments via CBNI, Rio de Janeiro, or collection of freights, all of which was recorded in Geuther's books and subsequently in Wallenius' books. Wallenius received statements of account from Geuther for all liner expenses including those termed "owners". Freight commissions earned by Bielefeld were paid by Geuther (Exhibits #31-B; 31-C etc.).

Wallenius as semi-disclosed principal, had little relationship with Bielefeld. CBNI had no office staff. CBNI did not do the accounting and bookkeeping for the line, nor did CBNI operate the vessels. Certain invoices and vouchers - the object of this action - were taken away from Bielefeld's office before they could be recorded in Bielefeld's books. Believing they had been taken to CBNI, Rio de Janeiro, Bielefeld asked them in his letters of February 15 and 19, 1963, to return them to Bielefeld. None of the missing invoices and vouchers, the object of this action, have ever been acknowledged by CBNI, nor have they subsequently been acknowledged by Geuther or Wallenius. From then on they remained vanished. Bielefeld's agency (there never was a contract) was terminated on December 1, 1962. No statement of accounts received by Geuther from Bielefeld ever included the missing invoices. Other statements of account mentioned by the defendants have no relevance as to this action. After having gathered information from CBNI's subsequent owner late in 1967 and computing summaries and notes, Bielefeld wrote Geuther on January 23, 1968, and again on February 23, 1968 (Exhibits #35 and #36) without receiving an answer. In Bielefeld's letter of March 13, 1969, finally a clear picture had emerged as to what accounts were missing; but Bielefeld had no idea as to where the accounts and vouchers were. (Exhibit #45 and #46). In subsequent letters Geuther put Bielefeld back on the CBNI track (Exhibits #47; #48; #50). Being deprived of the missing accounts and vouchers which represent his right to cause of action, Bielefeld was advised and declared in several communications that his claim was time-barred, and as a result settled all outstanding claims for \$391.21 plus interest through his attorney in Bremen in 1971.



IX.) - Plaintiff's Comments regarding the Opinion of the  
Honorable District Judge Henry F. Werker.

continued ...

The accounting records involved are located in Germany and Sweden. The plaintiff and the defendants have had contact with New York during the material periods (Exhibits #H and #I - attached; and #9). Defendant Geuther has indicated his willingness to submit to the court in New York (Exhibit #F; and #G). U.S. laws may cover the issues. The fact that the plaintiff is a resident of New York should have a strong bearing on the choice of forum.

Defendants have mentioned the inconvenience of calling witnesses, but have failed to name the witnesses and what helpful testimony these witnesses could provide.

Plaintiff's contention that the statute of limitation for fraud should apply, has been submitted in this brief under the headings of FRAUD and ESTOPPEL.



C O N C L U S I O N

- I.) - FORUM: The plaintiff has no choice but the forum of New York.
- II.) - STATUTE OF LIMITATIONS: Fraud runs for two years beginning with the discovery. The fraud was first discovered in the Wallenius letter dated May 10, 1973. Suit was brought on May 1, 1975.
- III.) - JURISDICTIONAL AMOUNT: The undisputed amount is \$22,462.03.
- IV.) - ACTUAL FRAUD: Concealment of vital documents representing the amount of \$22,462.03.
- V.) - ESTOPPEL: Defendants obtained a fraudulent waiver without having disclosed to the plaintiff what rights he was waiving. By concealing vital documents they prevented plaintiff from bringing suit.

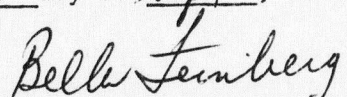
Plaintiff herewith respectfully submits his petition to this Court of Appeals to have his case reviewed and reinstated. Furthermore, he asks to allow the resumption of Discovery.

New York, N.Y., September 16, 1976.

  
Plaintiff

Gunter E. Bielefeld  
c/o U.S.A. Steamship Agency, Inc.  
111 Broadway, Suite 815  
New York, N.Y. 10006

Sworn to before me this

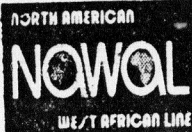
16 day of Sept, 1976  


BELLA FEINBERG  
NOTARY PUBLIC, State of New York  
No. 24-6254575  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1978



Wednesday, September 15, 1976

## AFRICA



A coordinated service of  
Belgian Line  
Chargeurs Reunis  
Elder Dempster Lines

DAKAR, ABIDJAN, TEMA, LOME,  
COTONOU, DOUALA, OWENDO,  
POINTE NOIRE

## PORT MAN (C.R.)

Norfolk	Sept. 15
Baltimore	Sept. 16
Philadelphia	Sept. 17

NEW YORK — SEPT. 23

FREETOWN, MONROVIA,  
LAGOS/APAPA

## DUMBAIA (E.D.)

Norfolk	Sept. 15
Baltimore	Sept. 16
Philadelphia	Sept. 17

NEW YORK — SEPT. 23

DAKAR, FREETOWN, ABIDJAN,  
TEMA, LOME, WARRI, DOUALA,  
PORT GENTIL, POINTE NOIRE,  
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9A Kane St Bklyn thence to Norf  
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Oct 6 TITUS Belg — Wallenius Line —  
Motorships Inc — Antwerp Bremerha-  
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for Jacks Oct 6.

Sept 24 TOHBEI MARU Jpn — Yam-  
ashita-Shinmizu Line-ITT Ship  
Agencies — Tokyo Nagoya Kobe via  
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thence to Balt Sept 27 Norf 29 Savan  
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Oct 16 TORM ALICE Dan — Torm Lines-  
Peralta Shipping — Lisbon Leixoes  
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6 Savan 9 Charl 12 Balt 14 Phila 15  
mdse NY pier 5 Furman-St Bklyn.

Sept 28 TORM GUNHILD Dan — Torm  
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andria Port Said via Savan Sept 14  
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24 Phila 27 mdse NY pier 5 Furman  
St Bklyn.

Sept 24 TRANS AMERICA Sing — Trans  
Freight Lines — Alltrans International  
— Rotterdam Felixstowe Havre via  
Bost Sept 22 mdse Berth 50 Eliza-  
beth NJ thence to Norf Sept 26  
Charl 28.

Nov 12 TROPWIND Sing — Retia Steam-  
ship — Japan Incheon Busan not calling  
NY for Camden Nov 12 Norf 15 Wilm-  
16 Savan 18 Jacks 20.

Sept 20 TUBOIC Yugo — Jugolifila  
Crossocean Shipping — Mediterranean  
Ports mdse NY pier ft 34th St Bklyn  
thence to Phila Sept 22 Balt 23 Wilm  
Sept 27.

Sept 30 TURANDOT Belg — Wallenius  
Line — Motorships Inc — Newport not  
calling NY for Jacks Sept 30.

Hook St thence to Savan Oct 7 Balt  
9 Norf 10.

Nov 14 FERNVIEW Nor — Barber Blue  
Sea Line — Bangkok Singapore Port  
Kelang Penang Jakarta Surabaya  
Hong Kong Keelung Kobe Nagoya  
Yokohama via Panama Miami Nov 9  
Savan 11 Wilm NO 13 mdse NY pier 9B  
Kane St Bklyn thence to Searsport  
Nov 18 St John NB.

Sept 21 FIGARO Swe — Wallenius Line-  
Motorships Inc — Bremerhaven New-  
port not calling NY for Jacks Sept 21  
Balt 24.

thence to Norf Oct 12 Charl 14.

## Q-R-S-T

Sept 29 QUEEN ELIZABETH 2 Br —  
Cunard Line — Southampton  
Cherbourg passengers NYC Passenger  
Ship Terminal - 9 AM.

Oct 20 RHODOS Sing — North American  
West African Lines - Atlantic Overseas  
Corp — Lagos Apapa Cotonou Lome  
Abidjan via Norf Oct 16 Balt 17 Phila  
19 mdse NY pier 36 ER.

Sept 29 RIGOLETTO Swe — Wallenius  
Line — Motorships Inc — Japan not  
calling NY for Rda Sept 29.

Oct 5 RIMAC Per — Peruvian State  
Line — Tilston Roberts + Peru via  
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4 mdse NY pier 1 Fulton St Bklyn  
thence to Camden Oct 7 Montreal.

Sept 24 RIO CINCEL Arg — Argentine  
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FREE TRANSLATION

KARL GEUTHER & CO.  
Martinistr. 58  
28 Bremen

MANAGEMENT

Y/ref	Y/letter	Our ref.	Date:
Li/sch	21.April 1976	GE/Hg-	26.April 1976

Mr. Heiko Gottwald, Attorney  
Hinter dem Schuetting  
Haus der Handelskammer  
28 - BREMEN 1

Ref.: Claim of firm G.E. Bielefeld  
Your reference E 210/70

Dear Mr. Gottwald,

Concerning the affair Bielefeld we have before us your letter of 21st of this month.

According to the exhaustive correspondence which is in your and our possession, it should be clear to both of us that with your assistance a compromise was reached with Mr. Bielefeld. From our side there has been no illicit action, and we desire a termination of the Bielefeld situation, which he supposedly is endeavoring in the U.S.A. We are prepared to defend ourselves in the U.S.A. accordingly. Legal situations or variations are thereby to be considered, as otherwise yet subsequent generations will have to occupy themselves with this affair.

Very truly yours  
KARL GEUTHER & CO.  
ppa. (signed)



# KARL GEUTHER & CO.

SCHIFFSMAKLER · LINIENAGENTEN · KORRESPONDENT-REEDER

F-1

Herrn  
Rechtsanwalt Heiko Gottwald  
Hinter dem Schütting  
Haus der Handelskammer  
28 - BREMEN 1.  
=====

20 BREMEN, Martinistraße 58

POSTADRESSE: 28 BREMEN 1, POSTFACH 1924  
TELEFON: 3 18 01 · TELEX: 02-44213  
TELEGRAMME: GEUTHERSHIP

BREMER BANK, BREMEN, NR. 101 2000  
DEUTSCHE BANK A.G., BREMEN, NR. 402 000 4  
BANKHAUS NOELMEYER AG., BREMEN, NR. 6 500

GESCHÄFTSLEITUNG

IHRE ZEICHEN

Li/sch

IHRE NACHRICHT VOM

21. April 1976

UNSERE ZEICHEN

GE/Hg-

DATUM

26. April 1976

Betr.: Forderung der Firma G. E. Bielefeld  
Ihr Aktenzeichen E 210/70

## BREMERHAVEN

Bremerhaven-Nordhafen  
Autoumschlaganlage  
Tel. (0471) 4 60 11/14  
Telex 02 30805  
Telegr.: GEUTHERSHIP

## HAMBURG

Colonnaden 72  
Tel. (040) 34 14 35  
Telex 02 14556  
Telegr.: GEUTHERSHIP

## LUBECK

Frankfurter Straße 12  
Nordlandkanal  
Postfach 2278  
Tel. (0451) 40 12 27  
Telex 02 6084  
Telegr.: GEUTHERSHIP

## EMDEN

Am Deich 26 II, Postfach 107  
Tel. (049 21) 2 20 36  
Telex 02 7827  
Telegr.: TRANSIT

## DUSSELDORF

Prinz-Georg-Straße 106  
Tel. (02 11) 48 00 53  
Telex 03 584704  
Telegr.: GEUTHERCO

## FRANKFURT

Kurt-Schumacher-Straße 43  
Tel. (06 11) 28 55 57  
Telex 01 14231  
Telegr.: GEUTHERCO

## HANNOVER

Alexanderstraße 3  
Tel. (05 11) 1 20 22/23  
Telex 03 23334  
Telegr.: GEUTHERCO

## NÜRNBERG

Vordere Ledergasse 16-20  
Tel. (09 11) 20 47 06  
Telex 06 22455  
Telegr.: GEUTHERCO

Sehr geehrter Herr Gottwald!

In der Angelegenheit Bielefeld liegt uns Ihr Schreiben vom 21. d. M. vor. -

Nach der in Ihrem und auch in unserem Besitz befindlichen ausführlichen Korrespondenz in dieser Sache dürfte es wohl Ihnen und uns klar sein, dass mit Ihrer Hilfe ein Vergleich mit Herrn Bielefeld geschlossen wurde. Es liegt von unserer Seite aus keine unerlaubte Handlung vor, und wir wünschen eine Beendigung der Situation Bielefeld, die ja wohl von Herrn Bielefeld in den USA angestrebt wird. Wir sind bereit, uns in den Vereinigten Staaten entsprechend zu verteidigen. Rechtliche Situationen oder Veränderungen sind dabei zu berücksichtigen, da sich andernfalls noch die nachfolgenden Generationen mit dieser Angelegenheit befassen werden müssen.

Hochachtungsvoll

KARL GEUTHER & CO.

ppa. *[Signature]*

F-1



FREE TRANSLATION

Dr. HANS LOENING - Dr. DIETER AHLERS - VOLKMAR SCHOTTELIUS -  
HEINRICH M.C. WOELPER - Dr. URBAN BULLING - HEIKO GOTTWALD - WALTER ERBS  
Attorneys

28 Bremen 1, 21. April 1976

Our ref.: E 210/70 Li/Sch

Messrs.  
Karl Geuther & Co.  
att.: Mr. Hosak  
Martinistr. 58  
2800 Bremen

Re: Claim of G. E. Bielefeld

Dear Mr. Hosak:-

I refer to my letter of 9. July 1975 and your letter of 15. July 1975. In Bielefeld's case against Geuther and Wallenius no decision has as yet been reached by the court in New York. According to our opinion, as expressed in our letter of 9. July 1975 Mr. Bielefeld is entitled to compensation from you for illicit action for which the statute of limitations has begun to count on May 10, 1973. According to this interpretation it is to be feared that on May 10, 1976, also this claim will be time-barred. You are of the opinion that no claim for illicit action against you exists, and if so, such claim long since been time-barred.

In order to overcome the feared statute of limitation we may have to bring suit against you in Bremen before May 10, 1976. Exactly as you pointed out in your letter of 15. July 1976, so do we feel it best for the time being to follow up the development in New York and there to obtain a definite court decision. It might therefore be in mutual interest if you gave me your written declaration that with reference to the claim to compensation by the firm of G. E. Bielefeld resp. Bielefeld personally, you would waive the statute of limitations for three months after the pronouncement of the legal decision in New York, or at least until 1. September 1976, unless the matter is presently already time-barred.

With this wording you would not relinquish your own point of view that the matter is already time-barred, and allow both sides to concentrate on the suit in New York.

Very truly yours

(for Mr. Gottwald - by Lipsius)

G

• • • Dr. Hans Löning • Dr. Dieter Ahlers •  
Volkmar Schottelius • Heinrich M. C. Wölper • Dr. Urban Bulling  
Rechtsanwälte und Notare  
Heiko Gottwald Walter Erbs  
Rechtsanwalt Rechtsanwalt und Notar  
Dr. Bulling auch Fachanwalt für Steuerrecht

Firma  
Earl Gauthier & Co.  
3. Bd. Herrn Hosak  
Martiniestr. 58  
2800 Bremen

G-1  
28 Bremen 1 21.4.1976  
Hinter dem Schütting, Haus der Handelskammer  
Nächstes Parkhochhaus, Langenstraße  
Telefon: (0421) 320255  
Telegrammschalt. Klient  
Telex: 245301 legel

BEST COPY AVAILABLE

Akt. Z.  
(bei allen Antworten bitte angeben)  
E 216/75 LL/ech

Betr.: Forderung der Fa. G.E. Biolofoeld

Sehr geehrter Herr Hosak,

Ich beziehe mich auf mein Schreiben vom 9.7.1975 und Ihr Schreiben vom 15.7.1975. In der Sache Biolofoeld gegen Gauthier und Vollenius hat das Gericht in New York immer noch keine Entscheidung getroffen. Nach unserer bereits in dem Schreiben vom 9.7.1975 geäußerten Ansicht hat Herr Biolofoeld einen Schadenersatzanspruch aus unerlaubter Handlung gegen Sie, dessen Verjährungsfrist erst am 10.5.73 begonnen hat. Nach dieser Auffassung ist zu befürchten, daß am 10. Mai 1976 auch dieser Anspruch endgültig verjährt ist. Sie vertreten die Auffassung, daß kein Anspruch aus unerlaubter Handlung gegen Sie besteht und wenn, dieser Anspruch bereits heute längst verjährt ist.

Um die von uns befürchtete Verjährung abzuwenden, könnten wir uns gezwungen sehen, bis zum 10. Mai 1976 gegen Sie Klage in Bremen zu erheben. Genau wie Sie es in Ihren Schreiben vom 15.7.1975 geäußert haben, so halten auch wir es für das Vernünftige, die Sache in New York erst einmal weiter zu verfolgen und ein endgültiges gerichtliches Urteil dort herbeizuführen. Es wäre daher in beidseitigen Interesse, wenn Sie mir freundlicherweise die schriftli-

G-1

- 2 -



G-1

che Erklärung geben, daß Sie hinsichtlich der Schadensersatzansprüche der Firma G.E. Dielefeld bzw. Herrn Dielefeld persönlich für die Zeit bis drei Monate nach Erlaß eines rechtskräftigen Urteils in New York, mindestens aber bis zum 1.9.1976 auf die Einrede der Verjährung verzichten, sofern die Verjährung nicht bereits am heutigen Tage eingetreten ist.

Mit dieser Formulierung geben Sie Ihren eigenen Rechtsstandpunkt, die Verjährung sei bereits eingetreten, nicht auf und ermöglichen beiden Seiten, sich auf den Prozeß in New York zu konzentrieren.

Hochachtungsvoll

Für Herrn Gottwald: Lipsius

G-1

# MOTORSHIPS, INC.

Ship Agents and Brokers

General Agents WALLENIUS LINE

17 BATTERY PLACE, NEW YORK 4, N. Y.  
TEL. HA 5-6660 • CABLES "VEHICLE"  
DOMESTIC TWX NY 1-4825  
OVERSEAS TEX 2136

Bielefeld & Cia., Ltda.,  
Av. Senador Queiros, 96 - Salas 904/6  
Sao Paulo, Brazil

May 31, 1962

Gentlemen:

re.: Soyabeans Rio Grande/Europe

We received your cable of May 29th, reading (decoded) as follows:

"Offer us a ship, grain fitted, las half of July  
about 10 000 tons, soyabeans in bulk, Rio Grande do Sul  
Brazil, one port Antwerp/Hamburg range, basis dollars 9.00  
FIOT, 2 1/2% total commission here"

We immediately contacted owners of the "Agia Thailassini" which was offered you by us for the cargo in question on May 28th. Unfortunately the owners refused to renew their offer, for, in their opinion, a counteroffer should be given them instead of asking them for a renewed offer.

We succeeded however in getting a renewed offer for the "Aurora", the new position of which is July 15/August.

The owners offered:

9500 l.ts 5% more/less soya bulk  
upto 15% in charterers bags  
\$9.10 basis fiost

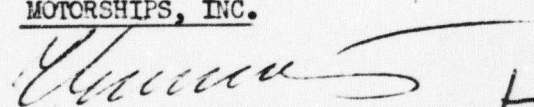
and gave us to understand that \$9.00 would be accepted if so counter offered.

This renewed offer was cabled you yesterday at 11.15 A.M. but a few minutes later we have been informed by the Cable Company (RCA) that due to strike in Brazil they have not been able to deliver the message to you. We investigated again this morning about possibilities of contacting you but were told that the strike was still lasting.

The ship is still open and interested in the business. We therefore can only hope that the strike will be settled soon, because nothing can be done as long as all communication is cut off.

Very truly yours,

MOTORSHIPS, INC.

  
A. J. Kunath

AJK/it



FREE TRANSLATION

KARL GEUTHER & CO.  
Ship Agents - Brokers

Bremen, July 3, 1962

Our let No. 12/62

Y/Ref. GEB/ab Y/let June 15, 1962

Bielefeld & Cia. Ltda.  
Avenida Sen. Queiroz 96, r. 904/6  
P.O. Box 6182  
Sao Paulo, Brazil

Ref.: Disbursements for Owner's Account (Wallenius Lines, Stockholm)

We are referring to your letter of June 15 in above matter and would like to inform you that we concur that the expenses for Owner's Account at your end may be advanced by you. The liquidation of said amounts will be taken care of by us by payment into one of the bank accounts in Bremen or New York as named by you.

In case of necessary larger repairs as well as unusually high requests for cash to master we would ask you to obtain our prior cable authority. The date of such authority kindly later-on note on the accounts respectively the master's receipts.

It is herewith agreed that you will collect your advances at the official free rate of exchange of the day when the advance is made.

With kindest regards, we are

Very truly yours

Karl Geuther & Co.

9

# KARL GEUTHER & CO.

SHIP AGENTS • BROKERS  
BREMEN • BREMERHAVEN • HAMBURG • DÜSSELDORF

Firma  
Bielefeld & Cia., Ltda.  
Avenida Senador Queiroz, 96 R. 904/6,  
P. O. Box 6182,  
SAO PAULO, Brasilien.  
=====

B R E M E N

SCHLACHTE 39/40 • F.O.B. 1924

TELEPHONE: 310151 • TELEX: 02 44219

Cables: GEUTHERCO

Brief Nr. 12/62

YOUR REF

YOUR LETTER

OUR REF.

GEB/ab

15.6.1962

SCHN/as

H.H.S.  
3. Juli 1962

Betr.: Auslagen für Owners' Account (Wallenius Lines, Stockholm).

Wir nehmen höflich Bezug auf Ihr Schreiben vom 15. v. Mts. in obiger Angelegenheit und möchten Ihnen mitteilen, dass wir damit einverstanden sind, dass die dort entstehenden Kosten für Owners' Account von Ihnen verauslagt werden. Der Ausgleich der Beträge wird von uns auf einem der von Ihnen genannten Konten in Bremen oder New York vorgenommen.

Bei notwendig werdenden grösseren Reparaturen sowie bei Anforderung von aussergewöhnlich hohen Kapitänskassen wollen Sie bitte von uns die telegrafische Autorisation einholen. Das Datum der von uns erteilten Genehmigung wollen Sie bitte später auf den Rechnungen bzw. Kapitänsquittungen vermerken.

Es gilt als vereinbart, dass von Ihnen der jeweils gültige offizielle Freikurs berechnet wird.

Mit freundlicher Begrüssung zeichnen wir

Hochachtungsvoll,

*Karl Geuthner & Co.*

## BREMEN

Schlachte 39/40 • F.O.B. 1924  
Telefon 310151, Telex 02 44219  
Cables: GEUTHERCO

Bremer Bank AG, Bremen, Nr. 3190  
Deutsche Bank AG, Bremen, Nr. 229780  
Bankhaus Nordmeyer & Co., Nr. 6150

## BREMERHAVEN

Bremerhavener Kontor  
Bismarckstrasse 1 • Unionshaus  
Telefon 445 • 446 • 447  
Cables: GEUTHERCO

Bremer Bank, Bremen, Nr. 3190

## HAMBURG

Schlachte 39/40 • F.O.B. 1924  
Telefon 36 28 51-54, Telex 02 14 686  
Cables: GEUTHERCO

Veritasbank Hamburg, Abt. 18.40

## DÜSSELDORF

Kirchhofstrasse 41  
Telefon 55 45 43-44, Telex 61582169  
Cables: GEUTHERCO

Dresdner Bank AG, Düsseldorf, 16018



C O P Y

KARL GEUTHER & CO.

S H I P A G E N T S • B R O K E R S  
B R E M E N • B R E M E R H A V E N • H A M B U R G • D U S S E L D O R F

Messrs.  
Motorships, Inc.  
17 Battery Place,  
NEW YORK 4, N.Y.  
=====

B R E M E N

SCHLACHTE 39/40 • P.O.B. 1924  
TELEPHONE: 31 01 51 • TELEX: 02 44 219  
CABLES: GEUTHERCO

YOUR REF.

YOUR LETTER

OUR REF.

DATE

SCHN/as

7th November, 1962

Gentlemen :

Re: F i n a n c e s .  
-----

Kindly oblige us by remitting after receipt of this letter  
the amount of

US-\$ 2.445,13  
-----

to the account of Mr. G. E. Bielefeld, No. 4203374, with the First National  
City Bank, 2 Broadway, New York 4, N.Y., debiting us accordingly in your  
next statement of account.

Thanking you in anticipation for your kind assistance,  
we remain, Gentlemen,

Yours very truly,

cc: Mr. Bielefeld  
-----

DATA	
12 NOV 1962	
1 - G. E. D.	
2 - O. S.	
3 - H. H. S.	
4	
5	
DEVOLVER AO 501	

BREMEN

Schlachte 39/40 • P.O.B. 1924  
Telephone 31 01 51, Telex 02 44 219  
Cables: GEUTHERCO

BREMERHAVEN

Bremerhaven-Kaiserhofen  
Bückingstraße / Unionhaus  
Telephone 4 66 27  
Cables: GEUTHERCO

HAMBURG

Schaeffler 1 / Ecke Steinhöft  
Telephone 36 28 51-54, Telex 02 14 686  
Cables: GEUTHERCO

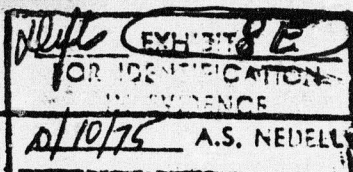
DÜSSELDORF

Kirchfeldstraße 41  
Telephone 33 45 43-44, Telex 8/582 169  
Cables: GEUTHERCO

Messrs. Halleniusrederierna  
Stockholm  
(Brazil Service)

Karl Geuther & Co., B

Debet



1962

DM

1962

Balance as per our letter  
 15.10.1962

205.982,47 ✓

Supplementary account Bremen

5.551,22 ✓

Bank charges

37,53 ✓

—"

3,50 ✓

Cobelfret "Otello" 1 SB  
 owner's account Bfr.74.827,-

5.986,16 ✓

Owner's Accounts (Sielesfeld)

"Northy Down" 2NB 1.117,82 ✓

4.469,28 ✓

"Boscombe Down" 2NB 74,82 ✓

299,28 ✓

"Boscombe Down" 2NB 590,94 ✓

2.365,76 ✓

"Klippan" 1 SB 508,38 ✓

1.233,52 ✓

"Klippan" 1 SB 73,-- ✓

292,-- ✓

"Otello" 1 SB 2.319,43 ✓

9.277,72 ✓

"Otello" 1 SB 15,50 ✓

62,-- ✓

"Otello" 1 SB 196,53 ✓

755,12 ✓

"Otello" 1 SB 724,04 ✓

2.896,16 ✓

"Tosca" 1 SB 2.230,51 ✓

8.946,04 ✓

"Tosca" 1 SB 525,91 ✓

2.163,64 ✓

"Bohème" 1 SB 1.051,61 ✓

4.206,76 ✓

"Bohème" 1 SB 518,56 ✓

2.474,24 ✓

254.971,40

=====

Balance in our favour  
 Bremen, 17th October, 1962  
 Hr.

111.668,11

*Karl Geuther & Co*



emen

Credit

8-E

DM

Balance m.s. "Otello" 1 SB  
Cobelfret "Boscombe Down"  
1 SB (corrected commission)  
Owner's account "Tosca" 1 SB  
Credit note owner's accounts  
Bielefeld & Cia. Ltda. 41172,16  
Balance in our favour

134.641,86

274,64

5.708,15

4.628,64

111.668,11

254.971,40

Frederierna

Karl Geuther

1 m  
(service)

1962

Transport: 65.540,36

Worthy Down 1 SB  
Supplementary Account Cobel-  
fret (BF 2282,--) balance  
(as per your letter of  
24.10.62 Björklund XI/2055)

365,12 V

Seiling cards

145,73

Advertising expenses

443,50

Balance in your favour

272.556,94

359.054,65

=====

=====



& Co., Bremen

J-E

Credit

1962

Transport:

339.054,65

339.054,65

=====

Balance

=====

272.556,94

Bremen, 14th November, 1962  
Hr.

*K. Neimeyer & Co.*

Messrs. Walleniusrederierna  
 Stockholm  
 (Brazil Service)

Carl-Geuther

Debet

1962

Remittance as per your  
 letter 9.11.1962

Dkr. 70.000,-- at 5790

40.550,--

Bielefeld, Sao Paulo

Owner's Account

Klippan 2B-RioGrande 4867,75 3.470,92 ✓

Bohene 188-Rio d. Jan. 1188,50 746,32 ✓

Bohene 188-Santos 2.114,85 ✓ 12.458,60

Bohene 188-RioGrande 2287,84 ✓ 1.151,36

Worthy Down 2 NB-Owner's  
 Account Rotterdam 3 12,78  
 at 4,--

51,12

Worthy Down 2 NB-Owner's  
 Account Hamburg Suppl. No. 1

50,--

Worthy Down 2 NB-Owner's  
 Account Bordeaux

RF 85,65 at 31,6326

69,92

Worthy Down 2 NB-Owner's  
 Account Bordeaux

RF 3493,91 at 31,6326

2.852,17

Telegram expenses

108,30

Worthy Down 3 SB- Owner's  
 Account Bremen

2.094,31

Klippan 2 NB- Owner's  
 Account St. Vincent

3174.5.11d at 11,23

1.957,34

Transport:

65.540,36



8-E

300,95

owner: 24.5.11/52

Transport: 559.054,67

-2-